

U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Mercury Public Affairs, LLC
300 Tingey Street, Suite 202
Washington, DC 20003

2. Registration No.

6170

3. Name of Foreign Principal

Turkey-U.S. Business Council (TAIK)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

See attached revised and updated contract. Mercury will provide strategic consulting and management services, including public relations and business diplomacy services related to the promotion of Turkish business/economic interests. Work may entail outreach to US Media and US government officials and staff.

Due to overlapping priorities and interests related to the scope of work, Mercury's engagement with TAIK will now entail coordination with the Turkish Ministry of Economy and Turkey Promotion Group, however the agreement remains with TAIK, and Registrant understands that all payments for services will come from TAIK.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached revised and updated contract. Mercury will provide strategic consulting and management services, including public relations and business diplomacy services related to the promotion of Turkish business/economic interests. Work may entail outreach to US Media and US government officials and staff.

Due to overlapping priorities and interests related to the scope of work, Mercury's engagement with TAIK will now entail coordination with the Turkish Ministry of Economy and Turkey Promotion Group, however the agreement remains with TAIK, and Registrant understands that all payments for services will come from TAIK.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

See attached revised and updated contract. Mercury will provide strategic consulting and management services, including public relations and business diplomacy services related to the promotion of Turkish business/economic interests. Work may entail outreach to US Media and US government officials and staff.

Due to overlapping priorities and interests related to the scope of work, Mercury's engagement with TAIK will now entail coordination with the Turkish Ministry of Economy and Turkey Promotion Group, however the agreement remains with TAIK, and Registrant understands that all payments for services will come from TAIK.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
May 25, 2018	Michael McKeon, Partner	/s/ Michael McKeon eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Mercury.

CONSULTING SERVICES AGREEMENT

Turkey-U.S. Business Council (TAIK) ("Client") hereby enters into this Consulting Services Agreement ("Agreement") effective as of May 1, 2018 ("Effective Date") to retain **Mercury Public Affairs LLC**, a Delaware limited liability company having a business address at 200 Varick Street, Suite 600, New York, New York U.S.A. 10014 ("Consultant"), as an independent contractor to perform the services described herein. Client and Consultant may each be referred to as a "Party" herein, and collectively may be referred to as "Parties."

1. **The Services.** Client and Consultant agree that Client hereby retains Consultant to render consulting services to the Client as specified on Schedule 1 attached hereto. In addition, subject to any limitations set forth on Schedule 1, Consultant will provide such other reasonable consulting services as the parties shall mutually agree to in writing (together with the consulting services identified on Schedule 1, the "Services") during the Term (as described below).
2. **Payment Terms.** Client and Consultant agree that Consultant is entitled to receive and Client shall pay the fees set forth on Schedule 2, which is incorporated at this point, and which may be modified from time to time as mutually agreed to in writing. Payment in full of fees shall be made to Consultant within thirty (30) days after an invoice is rendered. The additional expenses for optional activities which have received prior- confirmation in written form by Client will be billed to the Client and the payment for the mentioned expenses shall be made to Consultant within thirty (30) days after the invoice of expense is rendered. In the event that Client does not pay such fees and expenses per the invoices within the specified timeframe, Consultant may suspend provision of Services until payment is made. All payments made by Client shall be without deduction or offset.
3. **Term.** The Term of this Agreement shall begin on the Effective Date and will continue in effect until December 31, 2018 (the "Term"). The Term of this Agreement shall continue on a month to month basis thereafter, unless terminated by either party on thirty (30) days prior written notice to the other party.
4. **Client Contact.** Client shall designate to Consultant, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Consultant shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this consulting Agreement.
5. **Independent Contractor Status.** Consultant agrees that it is an independent contractor and not an agent or employee of Client and Consultant will not hold itself out as such an agent or employee. Consultant has no authority or responsibility to enter into any contracts on behalf of Client.

6. Confidential Information/Trade Secrets. During the course of the performance of the Services, Consultant may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Consultant shall use such Confidential Information solely in performance of its obligations under this Agreement. Information shall not be deemed confidential if such information is: (i) already known to Consultant free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction; or (iii) available publicly.
7. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Consultant will, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Agreement on behalf of itself or other entities in the same or similar business as Client and nothing contained herein will preclude Consultant from doing so. Notwithstanding anything contained in this Section 7 to the contrary, Consultant represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.

Consultant confirms that it is not currently representing or providing professional services to any entity or individual currently identified as a terrorist or terrorist group organization on www.egm.gov.tr. Consultant acknowledges that in case where a person or entity that Consultant represents or provides professional services is listed in the future on www.egm.gov.tr, the Client reserves its right to immediately terminate this Agreement. Consultant also confirms that during the term of this Agreement, it shall exert reasonable effort to avoid providing any kind of legal advice or lobbying services that aim to undermine the essential national security interests of the Republic of Turkey, and acknowledges that in the event that the Consultant contracts with and is engaged by any terrorist and / or terrorist organization as identified and / or listed by the Republic of Turkey on www.egm.gov.tr, the Client shall have right to immediately terminate the Agreement, and cease making payments to the Consultant and the Consultant shall reimburse the Client the total amount of payments which have been made to the Consultant to that date.

8. Conflict of Interest. Consultant acknowledges that its services and operations with third parties will not injure the Client's interests which are pursued with this Agreement.
9. Indemnification. Each party will indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.

Mechanics of Indemnity. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the

action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 8.

10. Publicity. Neither Party will use the other Party's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without that Party's prior written approval.
11. Assignment. Neither party will assign this Agreement or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.
12. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Consultant:

Mercury Public Affairs LLC
509 Guisando de Avila, Suite 100
Tampa, Florida 33613
United State of America
Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: DASAccounting@mercuryllc.com

If to Client:

Turkey-U.S. Business Council (TAIK)
River Plaza, Buyukdere Cad. Bahar Sk. No: 13/10
34394 Levent
Istanbul
Turkey
Attention: Merih Kepez
Telephone: +90 535 645 5353
Email: mkepez@deik.org.tr

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

13. Governing Law. This Agreement will be governed by the laws of the Republic of Turkey.
14. No Liability of Consultant. Consultant shall bear no liability to Client for loss or damage in connection with advice or assistance by Consultant given in good faith performance of

the Services.

15. Applicable Law—Dispute Resolution.

In the event of any dispute between the parties to this Agreement concerning the terms of this Agreement or matters related thereto, the parties will first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one party to the other party. Each party shall deal in good faith through representatives authorized and empowered to resolve the dispute.

In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally under the Arbitration Rules of the Istanbul Arbitration Center.

16. General.

- a. No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.
- b. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, promises, proposals, representations, understandings, and negotiations, whether written or oral, between the parties respecting the subject matter hereof.
- c. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement will be unimpaired, and the invalid, illegal or unenforceable provision will be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.
- d. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.
- e. The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Agreement.
- f. The section headings contained in this Agreement are inserted for convenience of reference only and will not affect the meaning or interpretation of this Agreement.
- g. Notwithstanding any provision to the contrary in this Agreement, in no event will Consultant be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Consultant by Client for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date noted above.

Mercury Public Affairs LLC.

By: Morris L. Reed

Name: MORRIS L REED

Title: Partner

Date: 16 / 05 / 2018

Turkey-U.S. Business Council (TAIK)

By: Pehmet Ali Talcindag

Name: PEHMET ALI TALCINDAG

Title: CHAIRMAN

Date: 16 / 05 / 2018

SCHEDULE 1

Services

Mercury Public Affairs, LLC will provide strategic consulting and management services ("Services") including public relations and business diplomacy related with promotion of Turkish economic interests.

Consultant and Client will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of Services under this Agreement.

The content, methodology and process for the above-mentioned services will be determined by the Parties through a Statement of Work (SOW), and during the Term of the Agreement Consultant will submit to the Client monthly an action plan regarding the planned Services. Upon the written confirmation of the Client, Consultant will execute the Services.

During the Term of the Agreement, Consultant will submit to the Client monthly general assessment reports, including any available results for each Service.

SCHEDULE 2

Compensation and Expense

For Services identified in Schedule One, Client will pay Mercury Public Affairs, LLC the total fee of \$1,200,000.00 in 5 (five) installments within the plan as outlined below:

- \$150,000.00 for the first payment in June 2018
- \$150,000.00 for the second payment in July 2018
- \$300,000.00 for the third payment in September 2018
- \$300,000.00 for the fourth payment in November 2018
- \$300,000.00 for the fifth payment in January 2019

Consultant will not perform Services until this Agreement is duly signed and executed by Client and delivered to Consultant. Payments shall be made by wire transfers to Consultant's bank per attached Schedule 4.

SCHEDULE 3

Contact Information

Turkey-U.S. Business Council (TAIK)
River Plaza, Buyukdere Cad. Bahar Sk. No: 13/10
34394 Levent
Istanbul
Turkey
Attention: Merih Kepez
Telephone: +90 535 645 5353
Email: mkepez@deik.org.tr

Mercury Public Affairs LLC.
509 Guisando de Avila, Suite 100
Tampa, Florida 33613
United States of America

Attention: Bibi Rahim
Telephone: 813-908-1380
Fax: 813-969-0368
Email: DASAccounting@mercuryllc.com

SCHEDULE 4

Bank information for payments

Below please find our payment instructions for receipt of wires, ACHs or book transfers. The information is as follows:

Account Name: Mercury Public Affairs LLC

Account Number: 4945339331

ABA Number: 121000248

or

SWIFT Code/BIC: WFBIUS6S

Bank: Wells Fargo Bank, N.A.

Bank Address: 420 Montgomery Street
San Francisco, CA 94163

Bank Contact: Jill Lagasse
Phone 612-316-0999

Reference: Please include invoice numbers being paid

Email payment details to: DASaccounting@mercuryllc.com